1: Bowen-Jones et al. K-5 (1955-1958) 1961
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what type of lease. However, many of the minor variations in land use which exist as between adjacent fields or parts of fields can be partially explained on the basis of their legal position. Thus the wasteland of il-Wilga in the Wied tal-Pwales reflects both physical deterioration and a tenurial conflict. But, as may be observed throughout the regional and distributional studies in this volume, the patterns observable in Maltese farming are resultants of many forces and influences, in which the legal element plays a very minor part.

A third type of tenure, that of share-cropping, appears in some rather specialised forms in the Maltese Islands. Between land-owner and occupier, its main incidence seems to be as a working arrangement between aged parents and their children. Between coevals it appears as a temporary form of subletting known as *bin nofs*. Some of the factors influencing the first type have already been examined. In the second case, share-cropping arrangements are a consequence of the growing tendency of farmers to leave the land for short trial periods to seek other employment or to emigrate. As a form of insurance, leased or owned land is then often let temporarily to relatives or friends on the understanding that should the farmer return, his land reverts to him or in the case of the time-limit (usually five years) elapsing before his return, the share-cropper takes over full rights. Although this is of doubtful legality in the case of rented land, landlords do not seem to object. In the north and west of Malta, over 6 per cent. of the cultivated area is held in this way, and the proportion is over 3 per cent. in Gozo. In other areas, share-cropping would seem to be of negligible importance. Because this system appears to be based on expediency, the details of owner-cropper relationship are more variable than in areas where *metayage* is more fully developed as an institution. The provision of land, materials and labour and the division of product vary greatly. One case exists of a whole community working the land under a tenant-in-chief who provides land, seed, manure and some machinery and then claims one-fifth of the value of the crops which he buys back in bulk.

The share-cropping tenures terminate with the death of either party. In all other cases the death of a tenant results in the leasehold becoming part of his divisible estate and liable to fragmentation between the children, all of whom have equal rights of inheritance. The importance of this element in the process of *parcellement* has been regarded as very great, in Malta as elsewhere. Before considering an actual case-study of holding evolution, it is as well to note some of the general points.

First, the family group has strong powers to maintain its hold on land and to exclude others from it. In this they are supported by the action of landlords and by the legal codes as at present framed. On the other hand, little effort is made to prevent sub-division within the family group. Thus no analysis of the process of fragmentation can be made without a full understanding of the nature of the Maltese rural family.

In this chapter, the main elements in the physical and legal entity which constitutes the Maltese farm have been considered. As much as is feasible of the legal and customary background to the farm unit has been considered. In illustration of these points and in order to amplify them, a detailed analysis of the lands of one Maltese family follows. It is appropriate here to record the great kindness, forbearance and co-operation shown by the members of that family without whose considerable assistance such an examination could not have been made.

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As the circumstances of land acquisition would indicate, these early holdings were not excessively 'fragmented' but the seeds of later more complex patterns had been set by the lease of non-contiguous properties and the parcellation amongst themselves or with unrelated co-tenants of large tenements newly leased. However, we must remember that, although the male line of the family held no land before c. 1860, this is certainly not true of all the families into which 0's sons and their descendants married. Accordingly, 2's children and the children of later marriages were only partially descended from the landless strain. With the legal right of equality of division of all heritable property regardless of sex, the expectations of later scions would therefore be enhanced. It must also be remembered that all land held by the later descendants of 0, whether acquired by descent through the family, by marriage, new tenancy or purchase, may with equal validity be considered as the land of other families, whose sons and daughters marry into the family which we have chosen to study. It is a valid case of 'gaining a son, not losing a daughter'. In the present (fourth) generation the family is fully integrated into a complex web of relationships within the village. Indeed an informant has remarked that if someone in the village is not related to him, that person must be a stranger and newcomer to the area.

Notwithstanding these considerations, clarity can only be preserved by maintaining the idea of the family as a developing entity in terms of which land is gained, lost or divided. Division is the normal process by which lands may pass in effect into the hands of a single child, though siblings may be entitled to some form of compensation. Division to all the children need not take place at the same time; an elder child may even receive its share while a younger brother is still unborn. In these circumstances, 'shares' cannot be precise, though efforts may be made to re-adjust at a later stage. A share of parental land is normally the first which a young farmer begins to work as his own. If, as is usual, his departure from the family farm was occasioned by marriage, he may also obtain land from his father-in-law, but this is never *his* in the same sense and is only effectively consolidated with the land of his own family when his children, born of that wife, come to work it on their own behalf.

Generation 3

All the brothers of the second generation are now dead, the last having died c. 1936, and their landholdings split up. The pattern of acquisition of land by the third generation is shown in Fig. 139. Family land passed very unevenly to these groups. For example, in group C, although there were seven other children all land came ultimately to the husband of one daughter (3 to 35). Initially the farm was divided amongst the children.

Table 43. Holdings of Generation III: Group C. *Tmien.*

s = son; d = daughter.

	31s	32s	33s	34d	35/36d	37d	38d	Total
Division from parent: 3	¼	¼	¼	¼	45½	¼	¼	49½
Transfers among siblings	-¼	-¼	-¼	-¼	+4	-¼	-¼	4
Total land and max. holding	¼	¼	¼	¼	49½	¼	¼	-
Total land to be passed on	-	-	-	-	49½	-	-	49½
Leasehold	-	-	-	-	49½	-	-	49½

Note: Some of 35's siblings have a little land elsewhere.

In other groups, the demands of each child were more nearly equal, but in none was there a rigid egalitarian sub-division. Even in group B, where all the children received some land, its distribution seems to have been controlled by